

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

<b>CENTURY SURETY COMPANY</b>	§ § § § § § §	<b>PLAINTIFF</b>
<b>v.</b>		<b>Civil No. 1:22cv133-HSO-BWR</b>
<b>VJ PROPERTIES PASCAGOULA, LLC</b>		<b>DEFENDANT</b>

**ORDER GRANTING PLAINTIFF CENTURY SURETY COMPANY'S  
MOTION [10] FOR DEFAULT JUDGMENT**

BEFORE THE COURT is the Motion [10] for Default Judgment filed by Plaintiff Century Surety Company on August 31, 2022. After consideration of the Motion, the record in this case, and relevant legal authority, the Court finds that Plaintiff's Motion [10] should be granted, and that a default judgment should be entered against Defendant VJ Properties Pascagoula, LLC.

Defendant VJ Properties Pascagoula, LLC ("Defendant") held a commercial insurance policy, designated Policy No. CCP 914658 [1-1] (the "Policy"), with Plaintiff Century Surety Company ("Plaintiff" or "Century") for the period of July 13, 2020, to July 13, 2021. *See* Policy [1-1] at 2. The Policy provided \$1,000,000.00 coverage for Defendant's building in Pascagoula, Mississippi. *See id.* at 52.

Defendant made a claim on the Policy for damage suffered to its insured property due to Hurricane Zeta on October 29, 2020. *See* Ex. [1-2] at 1. Because an independent adjuster found covered damages were below the Policy's deductible, Century declined coverage. *See id.* After Defendant demanded an appraisal

under the Policy, its appraiser and Century's appraiser came to an agreement as to the total value of the insured building. *See* Compl. [1] at 6. Century informed Defendant that the appraised value included both covered and uncovered damages and that the appraised amount of covered damages still fell below the Policy's deductible. *See id.* at 6-7; *see also* Policy [1-1] at 52, 70-71 (stating that the windstorm or hail deductible percentage was 3% of the limit of insurance applicable to the property). Therefore, Century determined there was no coverage and no payment was owed to Defendant. *See* Compl. [1] at 12-13.

On May 27, 2022, Century filed the Complaint [1] in this case against Defendant seeking a declaratory judgment that:

(a) there is no coverage under the terms, conditions, exclusions, definitions, and other provisions of the Policy for the damage to the Property and (b) Century does not owe any payments to Defendant as a result of the damage to the Property.

*Id.* at 13. Century filed a proof of personal service of the summons and Complaint upon Defendant on August 1, 2022, *see* Proof [6] at 2, making Defendant's deadline to file a responsive pleading August 22, 2022, *see* Fed. R. Civ. P. 12(a)(1). To date, Defendant has not done so, and on August 29, 2022, the Clerk of Court entered default against Defendant under Federal Rule of Civil Procedure 55(a) for its failure to answer or otherwise defend. *See* Entry of Default [9] at 1.

On August 31, 2022, Century filed the present Motion [10] for Default Judgment, seeking a declaratory judgment

declaring that there is no coverage under the terms, conditions, exclusions, definitions, and other provisions of the Century Policy for the damage to Defendant's Property and Century does not owe any

payments to Defendant as a result of the damage to Defendant's Property.

Mot. [10] at 2.

The Clerk entered Defendant's default because it had failed to plead or otherwise defend. *See* Entry of Default [9] at 1; *see also* Fed. R. Civ. P. 55(a). Defendant has not appeared or asked the Court to set aside that default, and Century now seeks a default judgment. *See* Mot. [10] at 1-2; *see also* Fed. R. Civ. P. 55(b)(2). The Court finds that Century's request for default judgment against Defendant is well taken and should be granted under Federal Rule of Civil Procedure 55(b)(2).

**IT IS, THEREFORE, ORDERED AND ADJUDGED** that, the Motion [10] for Default Judgment filed by Plaintiff Century Surety Company on August 31, 2022, is **GRANTED**. A separate Default Judgment against Defendant VJ Properties Pascagoula, LLC will be entered.

**SO ORDERED AND ADJUDGED**, this the 1<sup>st</sup> day of September, 2022.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE